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2-15-1941

## Amalgamated Meat Cutters and Butcher Workmen of North America, Local 81, AFL (1941)

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## **Amalgamated Meat Cutters and Butcher Workmen of North America, Local 81, AFL (1941)**

### **Location**

Seattle, WA

### **Effective Date**

2-15-1941

### **Expiration Date**

2-15-1942

### **Number of Workers**

1000

### **Union**

Amalgamated Meat Cutters and Butcher Workmen of North America

### **Union Local**

81

### **NAICS**

44

### **Sector**

Private

### **Item ID**

6178-009b131f045\_18

### **Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### **Comments**

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# AGREEMENT

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THIS AGREEMENT, made and entered into this.....day of....., 1941, by and between

..... of.....County, Washington, party of the first part, and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN, Local No 81, of the City of Seattle and vicinity, or under jurisdiction of Local No. 81, party of the second part.

Section 1. Each of the parties herein named agrees and assents to the following rules and regulations which shall govern their mutual relations in conduct of their business.

Sec. 2. All employees of the party of the first part must be members in good standing of the party of the second part and all employees steady or otherwise, must be employed through the Union's office which shall be kept open at the Labor Temple from eight a. m. until five p. m. each working day. In case the party of the second part is unable to furnish desirable men, the party of the first part may employ any person against whom no charges by any A. F. of L. organization are standing, such employee or employer to get clearance from officials of Meat Cutters Union, Local No. 81, temporary, for week end work only. In case an emergency arises where employee's services are further needed, both employer and employee must get clearance from officials of Local No. 81 and if such help meets all the requirements of Local No. 81, the Local may consider his application for membership.

Women working under the jurisdiction of Local No. 81, shall become members of said Union.

Sec. 3. One apprentice to a market where not less than two journeymen are employed; two apprentices where five journeymen are employed, and three apprentices where ten journeymen are employed. Three apprentices shall be the maximum allowed for any market regardless of the number of journeymen.

Any proprietor who works the major portion of the day cutting meat and serving trade, who is a member of Local 81 or any meat dealers' association, and employs at least one journeyman steadily, shall be entitled to an apprentice who shall be a member in good standing of Local 81.

Sec. 4. Eight (8) hours accomplished in nine consecutive hours shall constitute a day's work for all employees coming under the jurisdiction of this contract, except that nine hours accomplished in ten consecutive hours shall constitute a day's work on Saturday and on days preceding a holiday.

It is agreed that no split shifts will be worked.

Six (6) days shall constitute a week's work.

It is agreed that all employees shall be given a full hour (60 minutes) for lunch at approximately the middle of the work day.

A half day ( $\frac{1}{2}$ ) as used in Section 8 is defined as four (4) consecutive hours.

There shall be no displaying, selling, wrapping or delivering or cutting of meats before 9 a. m. or after 6 p. m. on all days except Saturday and days preceding holidays and on those days the hours shall be 8 a. m. and 6 p. m.

There shall be no soliciting on the street prior to 9 a. m. on all days except Saturday and days preceding holidays and on those days there shall be no soliciting prior to 8 a. m. (solicitors include delivery men, apprentices, market operators, foremen, sausage makers and journeymen meat cutters.)

It is understood that the above provisions pertain to both wholesale and retail and that there shall be no wholesaling or retailing of meats on Sundays or holidays.

No stock taking shall be permitted in any market before 9 a. m. or after 6 p. m. any day of the week or on Sundays and holidays.

Any member of this Union who relieves for lunch hour and is compelled to use his car shall be paid at the rate of five cents per mile, and the mileage shall start from the first place of employment.

Sec. 4-A. It is understood that no customer shall be served after 6 p. m. except those at the counter prior to 6 p. m.

Insofar as possible cleaning of the market shall be done prior to 6 p. m. and the balance cleaning of the market shall not exceed fifteen (15) minutes beyond 6 p. m. during the week and thirty (30) minutes beyond 6 p. m. on Saturdays and days preceding holidays.

For purposes of meat selling, there shall be no overtime and overtime may only be worked in extreme cases and then with the authority of the Union Office and with the understanding that one and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay shall be paid for all work performed on an overtime basis and shall be computed on the basis of work in excess of the prescribed day's work.

It shall be the duty of the Union to keep a record of the period of time apprentices have served in order that the apprentices may be advanced in salary according to the wage agreement for apprentices prescribed in Section 8. The Union further agrees that at least a week's notice will be given employers before a wage rating is due.

Failure on the part of the employer to make wage adjustments to apprentices when due after official notice in writing from the Union shall constitute a breach of this contract. Future adjustments will become retroactive to the date when the adjustment was due.

Sec. 5. VACATIONS. All regular employees who have had one year's service with an employer prior to May 1, 1941 must take a full week's vacation with regular pay. After one year, employees who have had ten (10) months service and have been discharged without good and sufficient reason shall receive one full week's pay.

In case a holiday falls during a week that an employee is enjoying vacation, he shall receive an additional day's pay above his regular vacation pay.

Vacations shall be taken between May 1st and September 30th unless another date is mutually agreed upon by the Union, employees and employer.

No employee shall be discharged during or immediately following a bona fide acute illness or accident.

Sec. 6. No member of the Meat Cutters Union Local No. 81 shall be discharged or discriminated against without good and sufficient reason.

There shall be no individual agreements signed between the employer and employee.

Sec. 7. The following days shall be recognized as legal holidays, with pay: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day. When a holiday falls on Sunday the following day shall be recognized.

Sec. 8. The following minimum wage scale shall prevail and any employee at the date of entering into this agreement receiving more wages or enjoying better conditions than those herein provided shall suffer no loss because of the signing of this agreement:

Journeymen .....	\$45.00 per week
Extra Men .....	8.00 per day
Extra Men, Saturdays and preceding holidays.....	9.00 per day
Half Days .....	5.00 half day
Half Days, Saturdays and preceding holidays.....	6.00 half day

## APPRENTICES:

First Year .....	\$22.50 per week
Second Year .....	30.00 per week
Third Year .....	35.00 per week

At the completion of the third year, upon qualifying, apprentices shall be advanced to journeymen and paid journeymen's wage scale.

When a member has full responsibility of the operation of a market he shall be compensated in excess of the minimum wage.

Sec. 9. Wages for superannuated members shall be decided by the Representatives of the Union and the employer. Anything less than a full week's work shall be considered EXTRA work and shall be paid for at the extra rate of pay. All employees shall be paid in full weekly. Extra men shall be paid at the completion of their work.

Sec. 9-A. The employer shall bear the expense of furnishing gowns, laundering them and sharpening tools for all employees coming under this agreement.

Sec. 10. For the purpose of classifying new men who have worked in the trade for three years or more in other localities, and in order to protect the employer as well as the Union from inferior help, the Union agrees to create an examining board to classify men making application for membership. This board shall be composed of at least one employer and two members of the Union.

Sec. 11. In order that the Business Representative of the Union shall not interfere with the work of the men, upon producing a bill of any member of Local 81, the proprietor shall hold same from employee's wages and turn it over to the Union.

Sec. 12. (APPLIES TO ASSOCIATION MARKETS). All complaints and grievances which arise under this agreement shall be taken up directly with the Business Representative of both organizations. If they fail to agree, it is to be submitted to the Executive Boards of both organizations. COMPLAINTS TO BE IN WRITING.

Sec. 13. (APPLIES TO NON-ASSOCIATION MARKETS). All complaints and grievances which arise under this agreement, unless hereinafter provided, are to be given consideration as follows: All complaints and grievances shall be taken up directly with employer and Business Representatives of the Union who shall endeavor to reach a mutual understanding. In the event an understanding cannot be reached, the matter shall be taken up by the Executive Board of the Meat Cutters' Union, Local 81 and in the event they cannot reach a settlement, the matter shall go to the Central Labor Council which will immediately take it up with the employer with the view of effecting a settlement.

Sec. 14. It is understood that this agreement, or any part of it, may be reopened by either party after fifteen (15) days' notice in writing. The postmark on the letter containing the notice shall be considered the date of notice. It is the desire of each organization that the Committee shall complete their negotiations within a thirty (30) day period.

Sec. 15. The Party of the First Part Agrees to DISPLAY IN A CONSPICUOUS PLACE, the UNION SHOP CARD of the A. M. C. & B. W. of N. A. which is the property of the Union at all times and may not be sold, and may be withdrawn from any market for violation of this agreement. Where no agreement is signed, the Union Card shall be considered as this agreement.

Sec. 16. It is understood that the Meat Cutters Union, Local 81 is affiliated with the Washington State Federation of Butchers and the Central Labor Council of Seattle. Should either or both of these bodies place any concern on its unfair list, members of the Union reserve the right to refuse to handle or cut their products.

Sec. 17. It is further agreed that all building, repairs and maintenance work for the employer over which he has control so far as payment is concerned, shall be done by members of the Unions affiliated with the American Federation of Labor. Failure on the part of employers to strictly comply with all provisions of this clause shall be considered sufficient cause for violation of this agreement.

Sec. 18. No member of the Union shall be compelled to go through a picket line established by the Central Labor Council of the A. F. of L., or the Washington State Federation of Butchers.

Sec. 19. There shall be no individual agreements between the employer and employee. The Union shall not solicit individual contracts from members of the Retail Meat Dealers' Association as long as the Association does business in a fair and impartial manner with the Union.

The Union reserves the right to discipline its members for violation of this agreement.

Sec. 20. The payment by any employer of wages computed at a lower rate than provided in this agreement shall constitute a violation of this agreement, and any alleged agreement, release or waiver by the employee shall be null and void as contravening the spirit and conditions of this agreement.

Sec. 21. The ordinary rules of seniority shall apply with the understanding that the ordinary rules of merit and ability also apply.

Sec. 22. A meeting of the Executive Boards of both organizations may be called every thirty (30) days or oftener, if desired, for the purpose of considering problems pertaining to the best interests of the meat industry.

No member of the Meat Cutters Union shall act on the Executive Board of the Retail Meat Dealers Association while negotiating a wage scale.

No grievance or claim of violation of this agreement shall be recognized unless the Union takes the grievance up within thirty (30) days after learning of such violation.

Sec. 23. In consideration of granting the above conditions by the employer, the Union agrees that any member of Local 81 found guilty of a dishonest act, after sufficient evidence proving his guilt, shall be punished at the discretion of the Local.

Sec. 24. In case there are two or more partners in a market, only one shall be recognized as the owner.

Members of the Party of the Second Part shall be free at all times to accept employment in any market when of benefit to Members of Local 81, after clearing through the office, without discrimination on the part of any employer.

THIS AGREEMENT, made and entered into this.....day of....., 1941,

by and between.....Party of the First Part, and AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN LOCAL 81, Party of the Second Part, shall be binding on both parties and their memberships, and continue in full force and effect until such time as an amendment is introduced or until the agreement is introduced or until the agreement has been opened and a new one has been agreed upon.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

Business Representative.



CONFIDENTIAL

U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON

March 14, 1941

Mr. H. U. Hanson, Sec'y #81  
Amalgamated Meat Cutters & Butcher Workmen  
Labor Temple  
Seattle, Washington

My dear Mr. Hanson:

We have in our files a copy of your agreement with employers, which recently expired.

In order to keep our files of union agreements up to date, we should be grateful if you could conveniently send us a copy of your agreement which is now in effect, together with any supplemental wage rates that have been negotiated. We shall be glad to make a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general analysis in such a way as not to reveal the name of either party to the agreement.

We shall greatly appreciate your cooperation. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let us know.

Very truly yours,



A. F. Hinrichs

Acting Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

MEAT CUTTERS UNION LOCAL 81

(If more than one employer, please list on reverse side)

Number of companies covered by agreement all markets in King County

Number of union members working under terms of agreement approx. 1000

Number of non-members working under terms of agreement none

Branches of trade covered Retail Meat Cutters & Salesmen

Date of expiration until reopened

Please check here if you wish the agreement --

Returned no Kept confidential yes

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.